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Attorneys for Defendants
Natera, Inc., Alan Selewa, and
Catalin Barbacioru

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GUARDANT HEALTH, INC., a Delaware
corporation,

Plaintiff,

vs.

NATERA, INC., a Delaware corporation;
ALAN SELEWA, an individual; CATALIN
BARBACIORU, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No. 3:25-cv-01837

JOINT STATUS UPDATE

1 Pursuant to this Court’s Order dated February 27, 2025, Dkt. No. 14, the parties met and
2 conferred to discuss a potential resolution to Plaintiff Guardant Health, Inc.’s Ex Parte Application
3 for Temporary Restraining Order, Order to Show Cause Why Preliminary Injunction Should Not
4 Issue, and Order Permitting Expedited Discovery, Dkt. No. 2 (“Ex Parte Application”). Plaintiffs
5 and Defendants Natera, Inc., Alan Selewa, and Catalin Barbacioru (collectively, “Defendants,”
6 with Plaintiff, “the Parties”) met and conferred and hereby stipulate and agree to the following.

- 7 1. Guardant will withdraw its Ex Parte Application, mooted the need for the March 6,
8 2025 hearing on that Application. In lieu of that application, the Parties will proceed
9 with the steps described below. Guardant reserves the right to re-file its Ex Parte
10 Application, or seek any other appropriate relief. To the extent there is any dispute
11 regarding any aspect of the steps listed below, the Parties shall meet and confer to see
12 if they can resolve that dispute before raising that dispute for judicial resolution.
- 13 2. Guardant has provided, or will provide before the initiation of the below-described
14 forensic protocol, Defendants with a list of the hash values and file names (or other
15 agreed method of identification if hash values and file names are not available) for the
16 files that Guardant alleges that Dr. Selewa and/or Barbacioru have removed from
17 Guardant’s servers (“Alleged Files”).
- 18 3. The Parties will select an agreed third-party computer forensic analyst to perform a
19 forensic evaluation.
- 20 4. The Parties will meet with the forensic analyst to develop an agreed protocol to
21 analyze storage devices and locations, including the computers, drives, and storage
22 locations.
- 23 5. The Defendants will cooperate with the examination and provide the forensic analyst
24 access to all these agreed devices and locations.
- 25 6. The Defendants will sign a declaration confirming they will not knowingly access,
26 transfer, or destroy the Alleged Files until this litigation is resolved, unless the Parties
27 agree to such actions in writing by their counsel of record. If Defendants locate any
28 of the Alleged Files, they will produce them as part of the forensic protocol and notify

counsel for Plaintiffs of such production per the terms of the forensic protocol. To the extent Plaintiff identifies any other files or information that it believes should be subject to the forensic protocol, the Parties shall meet and confer regarding such files or information. And Defendants agree that they will not knowingly use Guardant's trade secrets.

7. The parties will meet and confer regarding an appropriate protective order.

8. Nothing in the stipulation is an admission or indication of wrongdoing by any of the Defendants or of anything else by any party, and nothing therein shall be construed as a waiver of any of the parties' rights, defenses, or positions, all of which are reserved.

Stipulated and submitted,

KELLER ANDERLE SCOLNICK LLP

O'MELVENY & MYERS LLP

/s/ Chase Scolnick

/s/ David Almeling

Chase Scolnick

David Almeling

Counsel for Plaintiff

Counsel for Defendants